

REQUEST FOR QUALIFICATIONS (RFQ)

ELECTRICAL ENGINEERING PROFESSIONAL SERVICES

Grid Resilience & Hardening Program (LA 40101(d))

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
DEPARTMENT OF ELECTRIC UTILITIES
HOUMA, LOUISIANA**

RFQ NUMBER:	26-ENGSRV-65
PROJECT TITLE:	Electrical Engineering Professional Services – Grid Resilience & Hardening Program LA 40101(d)
GRANT PROGRAM:	Louisiana Department of Energy and Natural Resources (DENR) / Section 40101(d) Formula Grant (BIL / IIJA)
ISSUING DEPARTMENT:	Terrebonne Parish Electric Utilities Department
DATE OF ISSUANCE:	September 15, 2026
DEADLINE FOR INQUIRIES:	October 6, 2026 at 3:00 PM (CST)
PROPOSAL SUBMISSION DEADLINE:	October 20, 2026 at 2:00 PM (CST)
SUBMISSION LOCATION:	Terrebonne Parish Purchasing Division 301 Plant Road, Houma, LA 70363

NOTICE TO PROPOSERS: This procurement is funded in whole or in part by federal grant funds under the Bipartisan Infrastructure Law (BIL) / Infrastructure Investment and Jobs Act (IIJA) Section 40101(d), administered through the State of Louisiana. All proposers must comply with all applicable local, state, and federal laws, regulations, and mandatory grant provisions, including 2 CFR 200 (Uniform Guidance), Build America, Buy America (BABA), Davis-Bacon Act, and Byrd Anti-Lobbying compliance.

Terrebonne Parish Consolidated Government

P.O. Box 2768 | Houma, LA 70361

Website: www.tpcg.org

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SECTION 1: Project Overview & General Information

1.1 Purpose of Request for Qualifications

The Terrebonne Parish Consolidated Government (TPCG), through its Department of Electric Utilities, is soliciting competitive, qualification-based RFQs from qualified professional electrical engineering firms licensed in the State of Louisiana. The selected firm will provide comprehensive electrical engineering, system design, environmental review support, bidding administration, construction management, and federal grant compliance assistance.

1.2 Grant Funding Notice & Context

This procurement is fully or partially funded under the **Louisiana Grid Resilience State Formula Grant Program (LA 40101(d))**, authorized under Section 40101(d) of the Bipartisan Infrastructure Law (BIL) / Infrastructure Investment and Jobs Act (IIJA) and administered state-wide by the Louisiana Department of Energy and Natural Resources (DENR) / Department of Conservation and Energy.

The goal of the LA 40101(d) program is to prevent outages and enhance the resilience of the electric grid against extreme weather events, hurricanes, flooding, and cybersecurity threats. Selected engineering services may include but not be limited to hardening municipal electrical infrastructure, utility substations, transformers, distribution circuits, automated switching controls, and microgrid integration within Terrebonne Parish Electric Utilities.

1.3 Parish Background & Electric Utilities System

Terrebonne Parish is located in coastal South Louisiana, an area highly susceptible to tropical weather events, severe winds, storm surges, and localized flooding. The TPCG Department of Electric Utilities operates a municipal electric power distribution system servicing residential, commercial, and industrial customers across the Houma metro area and surrounding rural coastal corridors.

1.4 Procurement Schedule

Procurement Milestone	Target Date
Official RFQ Advertisement & Publication	September 15, 2026
Deadline for Written Questions / Inquiries	October 6, 2026 at 3:00 PM CST
Issuance of Final Addenda (if required)	October 9, 2026
RFQ Submission Deadline	October 20, 2026 at 2:00 PM CST
Selection Committee Evaluation & Scoring	October 21, 2026 – November 4, 2026
Parish Council Authorization & Award	December 9, 2026

1.5 Inquiries and Point of Contact

All communications, questions, and requests for clarification regarding this RFQ must be submitted in writing via email or official letter to the designated contact person:

Contact Person: Jason Broussard; Program Manager

Address: 1340 W Tunnel Blvd, Suite 430 Houma, LA 70360

Email: jbroussard@royal.us | **Phone:** (337) 247-8871

Note: Contact with any other Parish official or employee regarding this RFQ during the procurement process is strictly prohibited and may result in disqualification.

SECTION 2: Scope of Work & Engineering Services

The selected Electrical Engineering firm will serve as the primary professional engineering consultant to TPCG for the implementation of LA 40101(d) Grid Resilience projects. The consultant shall perform engineering services across five core task areas:

2.1 Task 1: System Assessment, Feasibility, & Resilience Planning

- Conduct comprehensive technical assessments of designated TPCG electrical substations, distribution lines, automated switches, and primary feeder circuits to identify vulnerabilities to high-wind events, flooding, and physical threats. Perform load flow analysis, short-circuit studies, protective device coordination, and arc flash analysis for proposed grid hardening interventions.
- Assist TPCG in prioritizing capital resilience investments in accordance with Louisiana DENR Section 40101(d) program directives and cost-effectiveness criteria.
- Prepare preliminary engineering reports (PER), environmental review documentation, and benefit-cost validation support required for state/federal grant approval.

2.2 Task 2: Detailed Engineering Design & Contract Plans

- Prepare detailed engineering plans, technical specifications, single-line diagrams, physical layouts, structural calculations, and construction bid documents in full compliance with NESC, IEEE, NEC, and TPCG utility standards.
- Engineering scope may include but not be limited to substation equipment replacement (ie. Transformers, breakers, etc); elevate critical substation equipment above 100-year/500-year flood elevations; overhead-to-underground line conversions; pole replacement and storm-hardening (Class 1/0 composite or steel structures rated for 150+ MPH winds); installation of advanced reclosers, automated sectionalizers, and SCADA control integration.
- Incorporate Build America, Buy America (BABA) compliant material specifications for all iron, steel, manufactured products, and construction materials.

2.3 Task 3: Bidding & Procurement Assistance

- Assist TPCG in preparing complete construction bid packages compliant with Louisiana Public Bid

Law (R.S. 38:2211 et seq.) and Federal Procurement Standards (2 CFR 200.317–200.327).

- Attend pre-bid conferences, issue technical addenda, respond to bidder inquiries, review submitted construction bids, verify contractor references and licensure, and provide written recommendation of contract award.

2.4 Task 4: Construction Administration & On-Site Inspection

- Provide general construction administration, hold pre-construction meetings, review contractor submittals, shop drawings, product certifications, and BABA compliance documentation.
- Perform periodic and resident on-site engineering inspections to verify construction compliance with engineering plans, technical specifications, and safety codes.
- Review contractor monthly payment requests, evaluate change order requests, and assist TPCG with Davis-Bacon certified payroll monitoring and labor compliance reviews.
- Conduct final inspections, prepare punch lists, certify substantial completion, and deliver final record as-built drawings in AutoCAD and GIS-compatible formats.

2.5 Task 5: Grant Compliance & Reporting Support

- Assist TPCG in preparing quarterly technical status reports, grant draw requests, and closeout documentation required by the Louisiana Department of Energy and Natural Resources (DENR).
- Ensure all engineering records, test results, inspection logs, and procurement files comply with federal record retention mandates (minimum 3 years post-closeout).

SECTION 3: Submittal Requirements & RFQ Format

3.1 Submission Instructions

Proposers must submit one (1) original hard copy, one (1) bound copy, and one (1) reproducible PDF copy on a USB flash drive in a sealed envelope or package clearly marked: *"Qualification For Electrical Engineer Professional Services – RFQ No. 26-ENGSRV-65"* to the Terrebonne Parish Consolidated Government Purchasing Division, Attn: Gina Bergeron at 301 Plant Rd., Houma, LA 70363 no later than **October 20, 2026 at 2:00 PM CST**.

3.2 Required Structure

RFQs must be organized logically with numbered tabs (maximum 59 pages total including tabs) corresponding to the following structure:

- 1. Transmittal Cover Letter & Attachment A:** Signed by an authorized corporate officer, certifying commitment to the terms, non-collusion, certification and grant requirements.
- 2. Executive Summary:** Concise outline of the firm's understanding of TPCG's grid resilience objectives under LA 40101(d).
- 3. Firm Profile & Qualifications:** History, size, Louisiana engineering license status, office location(s), and primary core competencies in municipal electric utility engineering.

- 4. Key Personnel & Project Team:** Resumes and organizational chart for key personnel assigned to this project. The designated Lead Electrical Engineer **MUST** hold an active Professional Engineer (P.E.) registration in Louisiana.
- 5. Technical Approach & Work Plan:** Detailed description of methodology for executing Tasks 1 through 5.
- 6. Past Performance & References:** Descriptions of at least three (3) similar municipal or cooperative electric utility engineering projects completed within the last five (5) years, highlighting federal or state grant-funded resilience projects. Include client contact information.
- 7. Mandatory Federal Forms & Certifications:** Executed Attachments B (Debarment & Suspension) and C (Anti-Lobbying), along with proof of active SAM.gov registration (UEI number required).

SECTION 4: Evaluation, Selection Process & Criteria

4.1 Evaluation Methodology

A Selection Committee appointed by TPCG will evaluate all responsive submittals based on a Qualification-Based Selection (QBS) procedure compliant with Louisiana law and federal procurement regulations (2 CFR 200.320). Scoring will be based on a 100-point total scale as follows:

Evaluation Criteria	Description	Max Points
1. Firm Qualifications & Specialized Experience	Demonstrated experience in electrical utility distribution design, substation design & hardening, SCADA, and municipal utility systems.	25
2. Key Personnel Professional Qualifications	Qualifications, experience of the Project Manager, Lead Electrical Engineers (PE license), and Construction Managers/Inspectors.	25
3. Technical Approach & Methodology	Clarity, thoroughness, and effectiveness of proposed work plan for executing grid resilience tasks under BIL Section 40101(d).	20
4. Past Performance & References	Verified track record on similar projects, adherence to budget/schedule, and quality of work for public sector clients.	15
5. Knowledge of Grant Rules & Federal Compliance	Familiarity with 2 CFR 200, BABA requirements, Davis-Bacon monitoring, and Louisiana DENR 40101(d) administration.	10
6. Local Proximity & M/WBE Engagement	Location of engineering production office and demonstrated effort/commitment to small, minority, and women-owned business participation.	5
TOTAL MAXIMUM SCORE		100

SECTION 5: Standard Terms, Conditions & Procurement Rules

Firms are cautioned to read the information contained in this RFQ carefully and to submit a complete response to all requirements and questions as directed.

- **Right to Reject/Cancel:** TPCG reserves the right to reject any or all RFQs, waive informalities, and cancel this RFQ at any time prior to contract execution.
- **Cost of Preparation:** All costs associated with preparing and submitting an RFQ shall be borne solely by the proposer.

Acceptable Sealed Submittals

- Any submittal not prepared and received in accordance with provisions stated herein, will be considered an informal response and any/or all of the submittal may be rejected.
- It is the responsibility of the firm to ensure that the properly marked and sealed submittal package arrives at TPCG by the due date and time.

Governing Law and Venue

- This RFQ and resulting contract, if any, and any disputes there under will be governed by the laws and the State of Louisiana and the Terrebonne Parish Consolidated Government.

Appropriated Funds

- The purchase of any service, which arises from this solicitation, is contingent upon the availability of appropriated funds. If funds are withdrawn or do not become available, TPCG can cancel the service contract by giving the firm written notice of its intention to cancel not less than (90) days prior to the end of the term penalty. Upon cancellation of the contract, TPCG shall not be responsible for any payment of any services received that occur after the end of the current contract period.

Sales and Use Tax

- TPCG as a public entity is exempt from state and local sales tax.

Invoices

- Payment terms on services that have been received and accepted by TPCG will be net forty-five (45) days.

Observance of TPCG Rules and Regulations

- Firm always agrees that its employees will observe and comply with all policies and procedures of TPCG, including but not limited to smoking, parking and security directives. The firm will be required to follow TPCG policies in dealing with improper conduct and discrimination and shall report all incidents or injuries to TPCG.

Non-Exclusive Contract

- This is not an exclusive contract and will not restrict in any way TPCG's rights to contract with other firms for services and/or commodities similar to those specified within this RFQ. Any firm awarded work in accordance with this RFQ will be contracted in the form of an 'Agreement for Professional Services' and the work will be assigned on a task order basis per facility and/or project on a fee curve basis for basic services as listed below:

<u>Phase</u>	<u>Percentage</u>
Study and Report Phase	5 %
Preliminary Design Phase	20 %
Final Design Phase	50 %
Bidding or Negotiating Phase	5 %
Construction Phase	15 %
<u>Project Closeout</u>	<u>5 %</u>
Total	100 %

Limitation of Remedies and Indemnification

- Any firm awarded work in accordance with this RFQ accepts full responsibility for acts or conduct of its employees or agents, or services rendered, and agrees to indemnify, defend, and hold harmless the TPCG and its officers, council members, agents and employees from any and all claims, demands, damages, actions and costs or expenses in connection therewith that may relate to any subsequent agreement, or acts of the firm's employees or its agents. TPCG will not be liable for any damage or injury to the firm's employees or its properties. TPCG does not agree to indemnify the vendor.
- The firm will obtain all insurance required under this agreement before commencing work and shall furnish TPCG with a certificate of insurance as proof of coverage. Companies writing insurance under this article must be licensed to do business in the State of Louisiana. All costs for insurance will be borne by the firm.
- The firm may not assign, transfer, convey or otherwise dispose of this agreement or any right, title, or interest herein without the prior written consent of TPCG. Any contract resulting from this RFQ may only be amended in writing and signed by the firm and TPCG using the same degree of formality evidenced in the contract resulting from this RFQ.
- The professional service firm shall not name Terrebonne Parish Consolidated Government (TPCG) in its external advertising, marketing programs or other promotional efforts, any data, pictures, or other representation of TPCG except on the specific, written authorization in advance by TPCG's Parish President or his designee.
- The agreement between the firm and TPCG may be cancelled by mutual written agreement of both parties upon ninety (90) days' notice. TPCG may cancel the agreement effective thirty (30) days after written notice from TPCG is provided to the firm if the firm does not provide satisfactory service or fails to follow a reasonable schedule of agreed upon services, or otherwise fails to operate in a professional manner.
- The professional services firm is subject to and must comply with provisions of TPCG's policies and applicable state and federal anti-discrimination laws.

- Any submittal not prepared and received in accordance with provisions stated herein, will be considered an informal response and any/or all of the submittal may be rejected.

Insurance

- Prior to beginning work, successful bidder shall deliver certificates of insurance as evidence of the coverage indicated below; such evidence shall include documentation of thirty (30) day prior written notice to the TPCG of cancellation, non-renewal or material change in coverage.

The insurance certificates should be delivered to:

TPCG – Purchasing
c/o Louellen Pellegrin

RE: RFQ Electrical Engineering Professional Services – Grid Resilience
301 Plant Road
Houma, LA 70361

- Each insurance policy maintained by **Consultant** must be endorsed as follows:
 1. “Terrebonne Parish Consolidated Government” is Named an Additional Insured.” This excludes Workers’ Compensation.
 2. “Underwriters waive all rights of subrogation against Terrebonne Parish Consolidated Government.”
 3. “The coverage afforded herein shall be primary in relation to any policies carried by Terrebonne Parish Consolidated Government.”
 4. Provide thirty (30) days written notice of cancellation or reduction of any coverage to Terrebonne Parish Consolidated Government.

- The Consultant shall maintain the following:

1. General Liability Insurance

- a. The Consultant shall maintain general liability coverage during the term of this agreement. The minimum acceptable limits shall be \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 products/completed operations aggregate. Each policy of insurance required by this clause shall contain an Additional Insured endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees and volunteers, using form CG 20 10 Form B (edition 07 04) or approved equivalent; and a waiver of Transfer of Rights of Recovery Against Others to Us in favor of Terrebonne Parish Consolidated Government, its elected officials, agents, directors, servants, employees, and volunteers.

2. Workers Compensation Insurance

- a. The Consultant shall maintain Workers Compensation coverage during the term of this agreement. The limits of the Workers Compensation coverage shall be the Louisiana

statutory requirements; shall provide Other States coverage, if applicable, and include Employer's Liability coverage with minimum acceptable limits of \$1,000,000 Each Accident, \$1,000,000 by Disease – Each Employee, and \$1,000,000 by Disease – Policy limit. The Consultant shall provide a Waiver of Subrogation in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, volunteers, and any other entities who may require waivers by specific contract. The Consultant shall provide certification of such insurance and a copy of the policy upon request.

3. Auto Liability Insurance

- a. The Consultant shall maintain automobile liability coverage during the term of the agreement. The limits of this coverage shall be a minimal acceptable limit \$1,000,000 Combined Single Limits for bodily injury and property damage. Liability coverage to be provided for Any Auto or All Owned Autos and Hired and Non-owned Autos. If the Consultant owns no vehicles, then a Hired and Non-owned Auto Liability policy is required. An Additional Insured endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers is required, and a Waiver of Transfer of Rights of Recovery Against Others to Us in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers is also required. The Consultant shall provide certification of such insurance and a copy of the policy upon request.

SECTION 6: Mandatory Federal Grant Contract Provisions

Because this project is funded through the Louisiana Department of Energy and Natural Resources under Section 40101(d) of the Bipartisan Infrastructure Law (BIL / IIJA), any resulting contract MUST contain the mandatory federal provisions mandated by **2 CFR Part 200 (Uniform Guidance) Appendix II** and federal grant rules. The proposer agrees to adhere to all terms listed below:

6.1 Build America, Buy America Act (BABA) Compliance

Pursuant to Section 70914 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58), all iron, steel, manufactured products, and construction materials used in grid resilience infrastructure projects funded under LA 40101(d) must be produced in the United States. The engineer shall incorporate BABA specifications into all design documents and verify contractor compliance certificates during procurement and construction.

6.2 Remedies & Termination Clause (2 CFR200 Appendix II (A) & (B))

Termination for Cause: TPCG may terminate the contract for cause if the consultant fails to perform obligation cure default within 10 days of written notice or violates federal/state regulation.

Termination for Convenience: TPCG may terminate the contract at any time for convenience upon 30 days written notice, with payment made for allowable work satisfactorily performed prior to termination.

6.3 Equal Employment Opportunity (E.O. 11246 & 41 CFR Part 60)

During the performance of this contract, the engineer agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The engineer will take affirmative action to ensure applicants are employed without regard to these factors.

6.4 Davis-Bacon Act & Copeland “Anti-Kickback” Act

For construction projects funded under BIL 40101(d), all laborers and mechanics employed by contractors and subcontractors shall be paid prevailing wages determined by the U.S. Department of Labor (40 U.S.C. 3141-3148). The engineer shall assist TPCG in reviewing weekly certified payroll reports submitted on Form WH-347.

6.5 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts in excess of \$100,000 involving mechanics or laborers require computation of wages on a 40-hour work week, with overtime paid at no less than 1.5 times basic rate of pay for all hours worked over 40 hours in a week.

6.6 Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2(a), rights to any invention, discovery, or software developed under this contract shall adhere to 37 CFR Part 401 and applicable DOE/DENR grant regulations.

6.7 Clean Air Act & Federal Water Pollution Control Act

Contracts in excess of \$150,000 must contain a provision requiring compliance with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). Violations shall be reported to TPCG, Louisiana DENR, and EPA Region 6.

6.8 Debarment and Suspension (2 CFR Part 180 & EO 12549 and 12689)

The contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower-tier covered transaction it enters into. A contract award shall not be made to parties listed on the government-wide exclusion list in the System for Award Management (SAM.gov). Proposers must certify that neither the firm nor its principals are presently debarred, suspended, or proposed for debarment by any federal agency.

6.9 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award exceeding \$100,000 must file the required certification (Attachment C). Each tier certifies to the tier above that it has not used Federal appropriated funds to pay any person or organization for influencing an officer/employee of any agency, Member of Congress, or congressional employee.

6.10 Procurement of Recovered Materials (2 CFR 200.323)

TPCG and its contractors must comply with section 6002 of the Solid Waste Disposal Act, procuring only items designated in EPA guidelines at 40 CFR part 247 that contain the highest percentage of recovered materials practicable.

6.11 Prohibition on Certain Telecommunications & Video Surveillance Services (2 CFR 200.216)

Contractors and subrecipients must comply with 2 CFR 200.216 and are strictly prohibited from using federal funds to procure, extend, or utilize covered telecommunications or video surveillance equipment and services produced by prohibited foreign entities (including Huawei, ZTE, Hikvision, Dahua, and Hytera) or their affiliates. Contractors must certify compliance with this restriction and flow this prohibition down into all lower-tier subcontracts and agreements.

6.12 Domestic Preferences for Procurements (2 CFR 200.322)

To the greatest extent practicable, the contractor shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including iron, aluminum, steel, cement, and manufactured products).

6.13 Small, Minority, Women-Owned Business Enterprises (M/WBE) (2 CFR 200.321)

The selected engineer must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible as subcontractors.

6.14 Access to Records & Retention (2 CFR 200.337)

The Comptroller General of the U.S., Louisiana DENR, TPCG, or any authorized representative shall have access to any books, documents, papers, and records of the contractor directly pertinent to this project for audit, examination, excerpts, and transcripts for a minimum of three (3) years after final payment.

ATTACHMENT A: RFQ Transmittal Form, Signature Page, Non-Collusion Affidavit & Certification

RFQ Title: Electrical Engineer Professional Services (LA 40101(d) Grid Resilience)

RFQ Number: 26-ENGSRV-65

Legal Name of Firm:	
Corporate Address:	
LA Engineering License #:	
Federal ID (EIN):	
SAM.gov Unique Entity ID (UEI):	
CAGE Code:	
Contact Person Name & Title:	
Email Address & Phone:	
RFQ is From A/AN: () Corporation organized and existing under the laws of the State of _____ () Partnership () Individual	

Non-Collusion Statement

The undersigned certifies under penalty of perjury that this RFQ is made in good faith, without collusion or connection with any other person or firm submitting a RFQ for the same work. The undersigned further certifies that they have read and understand all terms, federal provisions (2 CFR 200, BABA, Davis-Bacon), and requirements of RFQ No. 26-ENGSRV-65.

RFQ Certification

The Undersigned certifies that to the best of their knowledge the following:

- () There is no officer or employee of the Terrebonne Parish Consolidated Government (TPCG) who has, or whose relative has, a substantial interest in any contract award subsequent to this RFQ involved with this company.
- () The names of any and all public officers or employees of the TPCG have, or whose relative has, a substantial interest in any contract award subsequent to this RFQ, are identified by name as part of this submittal.
- () The undersigned further certifies that the Entity IS NOT currently debarred, suspended, or proposed for debarment by any federal or State agency. The undersigned agrees to notify the TPCG of any change in this status should one occur, until such time as an award has been made under this action.

Signature of Authorized Official

Date

Printed Name & Title

ATTACHMENT B: Debarment and Suspension Certification

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

This certification is required by the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 CFR Part 180 and 2 CFR 200.214.

The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Have not within a three-year period preceding this RFQ been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction;
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated above; and
- Have not within a three-year period preceding this application/RFQ had one or more public transactions terminated for cause or default.

Signature of Authorized Official

Date

Printed Name & Title

ATTACHMENT C: Byrd Anti-Lobbying Certification

Certification for Contracts, Grants, Loans, and Cooperative Agreements (31 U.S.C. 1352)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, or amendment of any Federal award.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants) and that all subrecipients shall certify and disclose accordingly.
- 4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a pre-requisite for making or entering into this transaction imposed by section 1352, Title 31 U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 5. The Contractor/Company, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor/Company understands and agrees that the provisions of 31 U.S.C Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Authorized Official

Date

Printed Name & Title